

EXHIBIT 1



DISTRICT COURT OF MARYLAND FOR Charles County

LOCATED AT (COURT ADDRESS)

11 Washington Street
LaPlata, MD 20646

CASE NO.

CV

PARTIES

Plaintiff

JSPB Industries, Inc. t/a ServPro of Charles County
4441 Southern Business Park Drive
White Plains, MD 20695 Attn: Shannon James, Agent

VS.

Defendant(s):

1. Aleta Sims
11209 Carroll Drive
Waldorf, MD 20601

Serve by:

- ☐ Certified Mail
☒ Private Process
☐ Constable
☐ Sheriff

2. Marcus Washington
11209 Carroll Drive
Waldorf, MD 20601

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

3.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

4.

Serve by:

- ☐ Certified Mail
☐ Private Process
☐ Constable
☐ Sheriff

ATTORNEYS

For Plaintiff - Name, Address, Telephone Number & Code

Abraham & Bauer, LLC
Susan Affleck Bauer, Esquire 5226
141 N. Main Street, Suite F
Bel Air, MD 21014
(410) 420-7200 atty file #: 12-4871

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

☒ \$5,000 or under ☐ over \$5,000 ☐ over \$10,000

Clerk: Please docket this case in an action of ☒ contract ☐ tort
☐ replevin ☐ detinue ☐ bad faith insurance claim

The particulars of this case are:

This is an attempt to collect a debt. Any information received shall be used for that purpose. This is a communication with a debt collector.

PLEASE SEE ATTACHED.

As to DEF #2: Plaintiff claims:
Principal - \$4,555.47, plus costs; AND

As to DEF #1:

(See Continuation Sheet)

The plaintiff claims \$4555.47, plus interest of \$1,191.68, interest at the ☐ legal rate ☒ contractual rate calculated at 18%, from 11/15/18 to 05/01/2020 (532 days x \$2.24 per day) and attorney's fees of \$1,125.00 plus court costs.

- ☐ Return of the property and damages of \$ See attached for its detention in an action of replevin.
☐ Return of the property, or its value, plus damages of \$ _____ for its detention in action of detinue.
☐ Other: _____ and demands judgment for relief.

9012180035

Signature of Plaintiff/Attorney/Attorney Code

CPF ID No.

Printed Name: Abraham & Bauer, LLC Susan Affleck Bauer, Esq.

Address: 141 N. Main St., Suite F, Bel Air, MD 21014

Telephone Number: (410) 420-7200

Fax: (410) 420-7202

E-mail: bauerlaw@hotmail.com

MILITARY SERVICE AFFIDAVIT

☐ Defendant(s) _____ is/are in the military service.
☒ No defendant is in the military service. The facts supporting this statement are: Military Affidavit attached

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

☐ I am unable to determine whether or not any defendant is in military service.
I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

04/29/2020
Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the defendant clearly of the claim against the defendant, including the amount of any interest claimed.

☐ Properly authenticated copy of any note, security agreement upon which claim is based ☒ Itemized statement of account ☐ Interest worksheet
☐ Vouchers ☐ Check ☐ Other written document ☒ Signed Contract ☐ Verified itemized repair bill or estimate

I HEREBY CERTIFY: That I am the ☐ plaintiff ☒ Shannon James, agent of the plaintiff herein and am competent to testify to the matters stated in this Complaint, which are made on my personal knowledge; that there is justly due and owing by the defendant to the plaintiff the sum set forth in the Complaint.

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

4/30/2020

Signature of Affiant

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the plaintiff the amount claimed, you may contact the plaintiff (or plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the court to consider. If you do nothing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the circuit court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
 - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
 - **\$5,000 or less**, you will have a new trial in the circuit court.

On your trial date you should bring with you any evidence that you want the court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the court denies your motion, you may still file an appeal; if the court grants your motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the plaintiff or plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the plaintiff or plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-0841
Birth Date: Apr-XX-1980
Last Name: SIMS
First Name: ALETA
Middle Name:
Status As Of: Apr-03-2020
Certificate ID: TN6ZJ9MN6NN7J4H

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-4941
Birth Date: Oct-XX-1980
Last Name: WASHINGTON
First Name: MARCUS
Middle Name:
Status As Of: May-06-2020
Certificate ID: 1500BYZ2M7NDTLN

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

STATEMENT OF FACTS

COUNT I

1. Defendant(s) are the Owners of certain property known as 11209 Carroll Drive, Waldorf, Charles County, Maryland (the "Property.") (See, **Exhibit #1**, SDAT Real Property Printout.)
2. Defendant(s) entered into and signed an Agreement(s) with the Plaintiff concerning the rendering of services, labor, goods, materials, etc. by the Plaintiff to the Defendant(s). (See, **Exhibit #2**, Agreement.)
3. The general scope of work requested to be performed was provided to Defendant(s) and the work was performed at the Defendant(s)' request by Plaintiff. (See, **Exhibit #3**.)
4. Plaintiff's fees for such goods, services, materials, etc. which remain after any payments made by the Defendant(s) total the principal amount of **\$4,555.47** as set forth in the attached itemized statement(s). (See, **Exhibits #3 and #4**, Invoice.)
5. In addition to the principal amount due and owing, the signed agreement between the parties expressly states that in the event of default of payment, the Plaintiff has the right to impose finance charges at the stated rate of 1 ½% per month (18% per year) and reasonable Attorney Fees both of which are calculated herein and claimed as follows:

<u>Finance Charges:</u>	\$ 1,191.68	(Thru 04/30/2020)
<u>Attorney Fees:</u>	\$ 1,125.00	(Up to maximum: \$1,800.00)
6. Plaintiff has made numerous requests for payment in full of the amounts claimed herein, but Defendant(s) have failed to pay and the amounts claimed which remain due and owing by the Defendant(s) to the Plaintiff.

WHEREFORE, the Plaintiff sues the Defendant(s), **ALETA SIMS aka WASHINGTON**, jointly and severally, for breach of his/her/their agreement with the Plaintiff whereby Plaintiff requests judgment against the said Defendant(s) for damages in the amounts of: Principal: **\$4,555.47**, Interest/Finance Charges: **\$1,191.68** (thru 04/30/20 and continuing through date of judgment at the contractual rate [\$2.24 per day]), Attorney Fees: **\$1,125.00** (up to maximum of \$1,800.00), plus court costs and post-judgment interest at the legal rate.

COUNT II

7. Plaintiff incorporates herein by reference all averments made in Count I as if more fully stated hereinbelow.
8. The Defendant(s), **MARCUS WASHINGTON**, was and continues to be a Co-Owner of the Property, with Co-Defendant, **ALETA SIMS aka WASHINGTON**, and (upon information and belief) was residing at the subject property at all times pertinent to the Complaint.
9. Defendant(s) requested the goods, materials and services of the Plaintiff relating to water damage remediation.
10. The Defendant(s) knew water damage had occurred where they were residing and, as a result, water damage restoration services were provided by the Plaintiff to the Defendant(s) at their request. (See, **Exhibits #2, #3 and #4**, attached.)

11. The Defendant(s) knew and/or should have known the services, labor, goods, etc. have a value to them and that Plaintiff expected payment for that value.

12. As a result of the goods, services and materials which have been rendered to the Defendant(s) by the Plaintiff, the Defendant(s) have benefited from same and the Defendant(s)' real property has increased in value to the extent of those, goods, services and materials have been rendered.

13. Plaintiff's fees for such goods, services, materials, etc. which remain after any payments made by the Defendants total the principal amount of **\$4,555.47** as set forth in the attached itemized statement(s) (See, **Exhibits #3 and #4.**)

14. Plaintiff has made request for payment in full of the amounts claimed herein, but Defendant(s) have failed to pay as requested and the amounts claimed remain due and owing.

WHEREFORE, the Plaintiff requests judgment be entered in favor of the Plaintiff as against Defendant, **MARCUS WASHINGTON**, jointly and severally, for those damages sustained by Plaintiff in the following amounts: Principal: **\$4,555.47**, court costs and post-judgment interest at the legal rate.

Respectfully Submitted,
ABRAHAM & BAUER, LLC

By:


Susan Affleck Bauer, Esquire (5226)
141 N. Main Street, Ste. F
Bel Air, Maryland 21014
(410) 420-7200/ #9012180035
Attorney for the Plaintiff / #12-4871
bauerlaw@hotmail.com

Real Property Data Search

Search Result for CHARLES COUNTY

View Map	View GroundRent Redemption	View GroundRent Registration
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Special Tax Recapture: None

Account Identifier: District - 06 Account Number - 043216

Owner Information			
Owner Name:	WASHINGTON MARCUS MARCELL SIMS ALETA LYNETTE	Use: Principal Residence:	RESIDENTIAL YES
Mailing Address:	11209 CARROLL DR WALDORF MD 20601-	Deed Reference:	/10256/ 00248

Location & Structure Information

Premises Address:	11209 CARROLL DR WALDORF 20601-0000	Legal Description:	LOT 9 SEC 4 SPRINGHAVEN SUB
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Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:	12 100
0008	0008	0544	6090002.09	6803	4		9	2019	Plat Ref:	

Town: None

Primary Structure Built		Above Grade Living Area		Finished Basement Area		Property Land Area	County Use
1970		1,344 SF		1050 SF		20,037 SF	
Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
Split Foyer	YES	SPLIT FOYER	BRICK/	3	3 full	1 Carport	

Value Information

	Base Value	Value As of 01/01/2019	Phase-in Assessments As of 07/01/2019	As of 07/01/2020
Land:	90,700	96,700		
Improvements	149,100	216,300		
Total:	239,800	313,000	264,200	288,600
Preferential Land:	0			0

Transfer Information

Seller: KMW PROPERTY MANAGEMENT LLC	Date: 05/08/2018	Price: \$325,000
Type: ARMS LENGTH IMPROVED	Deed1: /10256/ 00248	Deed2:
Seller: CITIMORTGAGE INC	Date: 05/03/2017	Price: \$209,000
Type: NON-ARMS LENGTH OTHER	Deed1: /09815/ 00033	Deed2:
Seller: NEWMAN GABLE	Date: 11/30/2016	Price: \$194,022
Type: NON-ARMS LENGTH OTHER	Deed1: /09624/ 00056	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2019	07/01/2020
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: Approved 07/26/2018

EXHIBIT #



Authorization to Perform Services

Customer Name: Aleta Sims Date of Loss: 10/11/2018
Loss Address: 11209 Carroll Dr
City: Waldorf State: MD Zip: 20601
Insurance Company: Stillwater Insurance Claim Number (if available): 577558

The undersigned Customer, being the building owner, owner's representative, or resident, authorizes the Provider identified below to perform any and all necessary cleaning and/or restoration services on Customer's property located at the property address above, and with respect to items that need to be cleaned at a remote location, to remove and clean such items as necessary.

Customer authorizes Stillwater Insurance Insurance Company, herein referred to as "Insurance Company," to pay Provider solely and directly for that portion of the work covered by Customer's insurance policy.

If, for any reason, Customer receives a check from Insurance Company made payable to Customer, Customer agrees to pay Provider immediately upon receipt of the check.

Customer agrees to pay Customer's deductible in the amount of \$ To Be Determined that applies to this claim. If any amounts owing to Provider for Provider's services are not covered by insurance, Customer agrees to pay those amounts to Provider within fifteen (15) days of Customer's receipt of invoice. It is fully understood that Customer and its agents, successors, assigns, and heirs are personally responsible for any and all deductibles and any costs not covered by insurance. Interest and finance charges will be charged at the maximum allowable by law, or at 1.5% per month, whichever is less, on accounts over thirty (30) days past due. Time is of the essence.


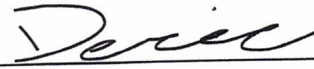
Customer agrees that Provider is working for the Customer and not Customer's insurance company or any agent/adjuster.

Property Owned By: Aleta Sims

Remarks: _____

I HAVE READ THIS AUTHORIZATION TO PERFORM SERVICES, INCLUDING THE TERMS AND CONDITIONS OF SERVICE ON THE NEXT PAGE HEREOF, AND AGREE TO SAME.

Customer Reviewed *Customer Information Form*: ☒ Y ☐ N

Customer's Signature: <u></u>	Provider's Signature: <u></u>
Printed Name: <u>Aleta Sims</u>	Franchise Legal Name: <u>JSPB Industries, Inc.</u>
Date: <u>10/12/2018</u>	d/b/a SERVPRO® of: <u>Charles County</u>
E-mail Address: _____	Date: <u>10/12/2018</u>
	Contractor License #: _____

Authorization to Perform Services

Terms and Conditions of Service

READ CAREFULLY

Note: This Contract includes a limitation of liability and limitation of remedies.

1. SERVPRO® is one of the largest nationwide Cleaning and Restoration Franchise Systems in the United States. The SERVPRO® Franchise owner identified on the front of this Contract (the "Provider") is an independent contractor who agrees to perform the services identified on the front of this Contract (the "Services"). Client agrees to purchase, receive, and pay for the Services pursuant to the terms and conditions of this Contract. Servpro Industries, Inc., the Franchisor, is not a party to any agreement with Client, is not a guarantor of the Provider's Services, and is not subject to liability arising out of such Services.
2. Provider's performance of the Services is limited by, among other things, the preexisting conditions and characteristics of the premises, material, fabrics, furniture, and/or other items. PROVIDER EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY PREEXISTING CONDITIONS. Client shall retain responsibility and shall be liable for all effects of and costs necessary to correct such conditions, including, by way of example and not limitation, the conditions identified below:
 - (a) Provider may, in its sole discretion, pre-test materials for removability of spots or stains; dye or color fastness; shrinkage; fading; adhesive breakdown; or other problems. It is not always possible to determine these conditions in advance. PROVIDER DOES NOT GUARANTEE SPOT OR STAIN REMOVAL AND COLOR-FASTNESS OR PREVENTION OF SHRINKAGE, FADING, OR ADHESIVE BREAKDOWN.
 - (b) Provider DOES NOT GUARANTEE that wall and ceiling cleaning will restore the original color to painted surfaces.
 - (c) Not all fabrics are conducive to cleaning. Provider shall use reasonable efforts to advise Client of any adverse effects which may be reasonably foreseen due to the nature of the fabric or material involved. PROVIDER DOES NOT GUARANTEE THAT SUCH MATERIALS CAN BE CLEANED OR THAT THERE WILL BE NO ADVERSE EFFECTS FROM ANY ATTEMPT TO CLEAN SUCH FABRICS.
 - (d) A variety of materials are used in the manufacturing, upholstery and/or installation process. These materials include backing, lining, tacks, or other unknown substances that may cause discoloration or other adverse effects to the face material. Client acknowledges that it is impossible to determine when such adverse effects may occur and PROVIDER DOES NOT GUARANTEE AGAINST SUCH ADVERSE EFFECTS.
 - (e) Client acknowledges and agrees that mold is commonly found throughout the environment and that it is impossible to eradicate mold. PROVIDER DOES NOT GUARANTEE THE REMOVAL OR ERADICATION OF MOLD.
 - (f) Client acknowledges and agrees that limited photographs or video of the damage and cause may be made solely for work process and insurance claims purposes.
3. PROVIDER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES AND ALL IMPLIED WARRANTIES (EITHER IN FACT OR BY OPERATION OF LAW) INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. THIS CONTRACT PROVIDES FOR THE PROVISION OF SERVICES AND DOES NOT PROVIDE FOR A SALE OF GOODS.
4. Limitation of Liability: IN NO EVENT SHALL PROVIDER, ITS OWNERS, ANY OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, FRANCHISOR, OR AFFILIATES BE RESPONSIBLE FOR INDIRECT, SPECIAL, NOMINAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY PENALTIES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ASSERTED, INCLUDING CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF IT HAD BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE; OR FOR CLAIMS BY A THIRD PARTY. THE MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THREE TIMES THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES OR ACTUAL PROVEN DAMAGES, WHICHEVER IS LESS. IT IS EXPRESSLY AGREED THAT CUSTOMER'S REMEDY EXPRESSED HEREIN IS CUSTOMER'S EXCLUSIVE REMEDY. THE LIMITATIONS SET FORTH HEREIN SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. Some states/countries do not allow the exclusion or limitation of incidental or consequential damages, so the above may not apply to you.
5. Should Provider bring legal action to collect monies due under the Contract or should the matter be turned over for collection, Provider shall be entitled, to the fullest extent permitted under law, to reasonable legal fees and costs of any such collection attempt, in addition to any other amounts owed by Client. This attorney fee provision shall not be effective or enforceable in jurisdictions where attorney fee provisions are made reciprocal or invalid by operation of law. Consent is hereby given for filing of mechanic's liens by Provider for the work described in this contract on the property on which the work is performed if Provider is not paid.
6. Any labor, materials or other work beyond that identified in this Contract shall require a written amendment to this Contract and will result in additional charges.
7. Any claim by Client for faulty performance, for nonperformance or breach under this Contract for damages shall be made in writing to Provider within sixty (60) days after completion of services. Failure to make such a written claim for any matter which could have been corrected by Provider shall be deemed a waiver by Client. **NO ACTION, REGARDLESS OF FORM, RELATING TO THE SUBJECT MATTER OF THIS CONTRACT MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CLAIMING PARTY KNEW OR SHOULD HAVE KNOWN OF THE CAUSE OF ACTION.**
8. A failure of either party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
9. CLIENT AND PROVIDER EACH WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL CLAIMS OR CAUSES OF ACTION (INCLUDING COUNTERCLAIMS) RELATED TO OR ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS CONTRACT AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION WILL BE TRIED BY A COURT TRIAL WITHOUT A JURY.
10. If any provision of this Contract is found to be ineffective, unenforceable or illegal for any reason under present or future laws, such provision shall be fully severable, and this Contract shall be construed and enforced as if such provision never comprised a part of this Contract. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the ineffective, unenforceable or illegal provision or by its severance from this Contract.
11. No modification, termination, or attempted waiver of this Contract shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

SERVPRO® Franchisees are always looking for motivated employees.
SERVPRO's individually owned and operated franchises offer a variety of positions including crew chief, production technician, marketing representative, administrative assistant, and many more.

SERVPRO of Charles County

Franchise #5407
4441 Southern Business Park Drive
White Plains, MD 20695
Phone 301-753-8313 Fax 301-609-4720
Tax ID 52-1496222

Insured: Aleta Sims
Property: 11209 Carroll Dr
Waldorf, MD 20601
Home: 11209 Carroll Dr
Waldorf, MD 20601

Home: (240) 535-0167

Claim Rep.: Unknown

Estimator: Carah Pierce
Company: Servpro Charles County and Oxon Hill
Business: 4441 Southern Business Park Dr.
White Plains, MD 20695

Business: (301) 753-8313

Reference:
Company: SERVPRO of Charles County

Claim Number: 577558

Policy Number: CP8027904

Type of Loss: Water Damage

Date Contacted: 10/11/2018 8:52 PM
Date of Loss: 10/11/2018 12:00 AM
Date Inspected: 10/12/2018 10:00 AM
Date Est. Completed: 10/25/2018 12:53 PM

Date Received: 10/11/2018 8:32 PM
Date Entered: 10/16/2018 7:42 AM

Price List: MDSC8X_OCT18
Restoration/Service/Remodel
Estimate: ALETA_SIMS



SERVPRO of Charles County

Franchise #5407
4441 Southern Business Park Drive
White Plains, MD 20695
Phone 301-753-8313 Fax 301-609-4720
Tax ID 52-1496222

ALETA_SIMS

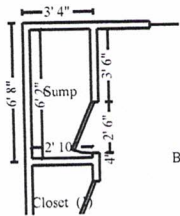
Job

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
31. Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	43.72	0.00	131.16
32. Haul debris - per pickup truck load - including dump fees	2.50 EA	135.34	0.00	0.00	338.35
Totals: Job				0.00	469.51

Basement

Height: 8'

Sump



144.90 SF Walls	17.71 SF Ceiling
162.61 SF Walls & Ceiling	17.71 SF Floor
1.97 SY Flooring	18.11 LF Floor Perimeter
18.11 LF Ceil. Perimeter	

Door

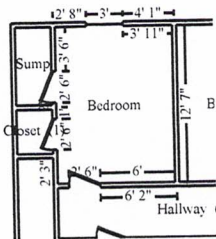
2' 6" X 6' 8"

Opens into BEDROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
27. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	25.68	0.00	154.08
2 units for 4 days(10/12-10/16) (charge for 3 days)					
29. Apply anti-microbial agent to more than the floor	53.94 SF	0.00	0.21	0.13	11.46
***Applied antimicrobial to flooring and 2ft up perimeter of room.					
Totals: Sump				0.13	165.54

SERVPRO of Charles County

Franchise #5407
4441 Southern Business Park Drive
White Plains, MD 20695
Phone 301-753-8313 Fax 301-609-4720
Tax ID 52-1496222



Door
Window
Door

Bedroom

Height: 8'

351.62	SF Walls	118.19	SF Ceiling
469.81	SF Walls & Ceiling	118.19	SF Floor
13.13	SY Flooring	43.95	LF Floor Perimeter
43.95	LF Ceil. Perimeter		

2' 6" X 6' 8"

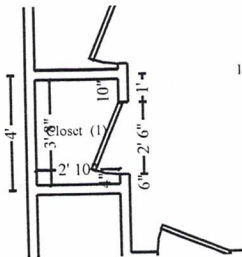
Opens into SUMP

3' X 3'

Opens into Exterior

2' 6" X 6' 8"

Opens into HALLWAY



Door

Subroom: Closet (1)

Height: 8'

103.86 SF Walls	10.38 SF Ceiling
114.25 SF Walls & Ceiling	10.38 SF Floor
1.15 SY Flooring	12.98 LF Floor Perimeter
12.98 LF Ceil. Perimeter	

2' 6" X 6' 8"

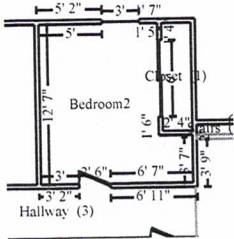
Opens into BEDROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
21. Water extraction from carpeted floor - Category 2 water	128.58 SF	0.00	0.70	0.00	90.01
22. Tear out wet non-salvageable carpet, cut & bag for disp.	128.58 SF	0.45	0.00	0.46	58.32
23. Tear out wet carpet pad and bag for disposal	128.58 SF	0.42	0.00	0.46	54.46
24. Tear out baseboard	56.94 LF	0.36	0.00	0.00	20.50
25. Apply anti-microbial agent to more than the floor	242.45 SF	0.00	0.21	0.58	51.49
***Applied antimicrobial to flooring and 2ft up perimeter of room.					
26. Air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	25.68	0.00	308.16
4 units for 4 days(10/12-10/16) (charged for 3 days)					
Totals: Bedroom				1.50	582.94



SERVPRO of Charles County

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Window

Door

Bedroom2

Height: 8'

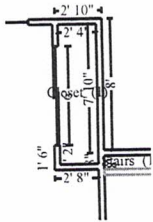
354.67 SF Walls	128.49 SF Ceiling
483.16 SF Walls & Ceiling	128.49 SF Floor
14.28 SY Flooring	43.33 LF Floor Perimeter
49.33 LF Ceil. Perimeter	

3' X 3'

2' 6" X 6' 8"

Opens into Exterior

Opens into HALLWAY



Subroom: Closet (1)

Height: 8'

133.33 SF Walls	19.83 SF Ceiling
153.17 SF Walls & Ceiling	19.83 SF Floor
2.20 SY Flooring	15.67 LF Floor Perimeter
21.67 LF Ceil. Perimeter	

Door

6' X 6' 8"

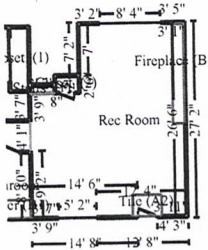
Opens into BEDROOM2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
14. Water extraction from carpeted floor - Category 2 water	148.33 SF	0.00	0.70	0.00	103.83
15. Tear out wet non-salvageable carpet, cut & bag for disp.	148.33 SF	0.45	0.00	0.53	67.28
16. Tear out wet carpet pad and bag for disposal	148.33 SF	0.42	0.00	0.53	62.83
17. Tear out baseboard	59.00 LF	0.36	0.00	0.00	21.24
18. Apply anti-microbial agent to more than the floor	266.33 SF	0.00	0.21	0.64	56.57
***Applied antimicrobial to flooring and 2ft up perimeter of room.					
19. Air mover (per 24 hour period) - No monitoring	12.00 EA	0.00	25.68	0.00	308.16
4 units for 4 days(10/12-10/16) (charged for 3 days)					
20. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	71.00	0.00	213.00
1 unit for 4 days(10/12-10/16) (charged for 3 days) Dri Eaz Revolution					
Totals: Bedroom2				1.70	832.91



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Rec Room

Height: 8'

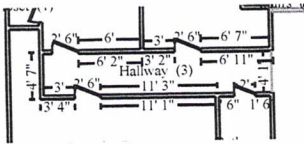
652.42 SF Walls
1,146.89 SF Walls & Ceiling
52.54 SY Flooring
91.08 LF Ceil. Perimeter

494.47 SF Ceiling
472.83 SF Floor
75.83 LF Floor Perimeter

Door
Window
Window

2' 8" X 6' 8"
5' 2" X 1' 6"
8' 4" X 3'

Opens into Exterior
Opens into Exterior
Opens into Exterior



Subroom: Hallway (3)

Height: 8'

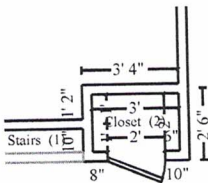
386.95 SF Walls
476.69 SF Walls & Ceiling
9.97 SY Flooring
48.37 LF Ceil. Perimeter

89.74 SF Ceiling
89.74 SF Floor
48.37 LF Floor Perimeter

Door
Door
Missing Wall
Door
Door

2' 6" X 6' 8"
2' X 6' 8"
4' 1" X 8"
2' 6" X 6' 8"
2' 6" X 6' 8"

Opens into LAUNDRY_ROOM
Opens into BATHROOM
Opens into REC_ROOM
Opens into BEDROOM2
Opens into BEDROOM



Subroom: Closet (2)

Height: 8'

80.12 SF Walls
86.14 SF Walls & Ceiling
0.67 SY Flooring
10.02 LF Ceil. Perimeter

6.02 SF Ceiling
6.02 SF Floor
10.02 LF Floor Perimeter

Door

2' X 6' 8"

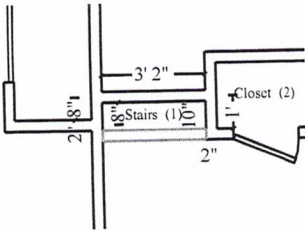
Opens into REC_ROOM



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CONTINUED - Rec Room



Subroom: Stairs (1)

Height: 8'

64.00 SF Walls	2.64 SF Ceiling
66.64 SF Walls & Ceiling	2.64 SF Floor
0.29 SY Flooring	8.00 LF Floor Perimeter
8.00 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' 2" X 6' 8"

Opens into REC_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
4. Water extraction from carpeted floor - Category 2 water	559.23 SF	0.00	0.70	0.00	391.46
5. Tear out wet non-salvageable carpet, cut & bag for disp.	559.23 SF	0.45	0.00	2.01	253.66
6. Tear out wet carpet pad and bag for disposal	559.23 SF	0.42	0.00	2.01	236.89
7. Tear out baseboard	142.22 LF	0.36	0.00	0.00	51.20
8. Apply anti-microbial agent to more than the floor	855.67 SF	0.00	0.21	2.05	181.74
***Applied antimicrobial to flooring and 2ft up perimeter of room.					
9. Air mover (per 24 hour period) - No monitoring	30.00 EA	0.00	25.68	0.00	770.40
10 units for 4 days(10/12-10/16) (charged for 3 days)					
10. Dehumidifier (per 24 hour period) - Large - No monitoring	3.00 EA	0.00	71.00	0.00	213.00
1 unit for 4 days(10/12-10/16) (charged for 3 days) Dri Eaz Revolution					
28. Dehumidifier (per 24 hour period) - No monitoring	3.00 EA	0.00	51.16	0.00	153.48
1 unit for 4 days(10/12-10/16) (charged for 3 days) Dri Eaz Revolution (charged for small dehu)					
				6.07	2,251.83
Totals: Rec Room					



Bathroom

Height: 8'

190.25 SF Walls	43.43 SF Ceiling
233.68 SF Walls & Ceiling	31.14 SF Floor
3.46 SY Flooring	17.58 LF Floor Perimeter
27.50 LF Ceil. Perimeter	

Door

2' X 6' 8"

Opens into HALLWAY

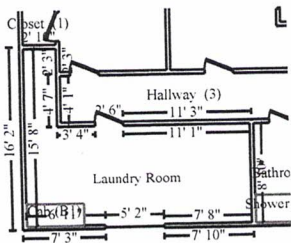


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CONTINUED - Bathroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
11. Tear out baseboard	17.58 LF	0.36	0.00	0.00	6.33
12. Apply anti-microbial agent to more than the floor perimeter	35.17 SF	0.00	0.21	0.08	7.47
***Applied antimicrobial to flooring and 2ft up perimeter of room.					
13. Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	25.68	0.00	154.08
2 units for 4 days(10/12-10/16) (charged for 3 days)					
Totals: Bathroom				0.08	167.88



Laundry Room

Height: 8'

545.67 SF Walls	193.98 SF Ceiling
739.65 SF Walls & Ceiling	183.99 SF Floor
20.44 SY Flooring	63.83 LF Floor Perimeter
70.83 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY

Window

5' 2" X 1' 6"

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Apply anti-microbial agent to part of the floor	36.80 SF	0.00	0.21	0.09	7.82
***Applied antimicrobial to affected flooring.					
3. Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	25.68	0.00	77.04
1 unit for 4 days(10/12-10/16) (charged for 3 days)					
Totals: Laundry Room				0.09	84.86
Total: Basement				9.57	4,085.96
Line Item Totals: ALETA_SIMS				9.57	4,555.47



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Grand Total Areas:

3,007.79 SF Walls	1,124.90 SF Ceiling	4,132.69 SF Walls and Ceiling
1,080.97 SF Floor	120.11 SY Flooring	357.68 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	401.85 LF Ceil. Perimeter
1,080.97 Floor Area	1,220.29 Total Area	3,007.79 Interior Wall Area
1,480.50 Exterior Wall Area	164.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



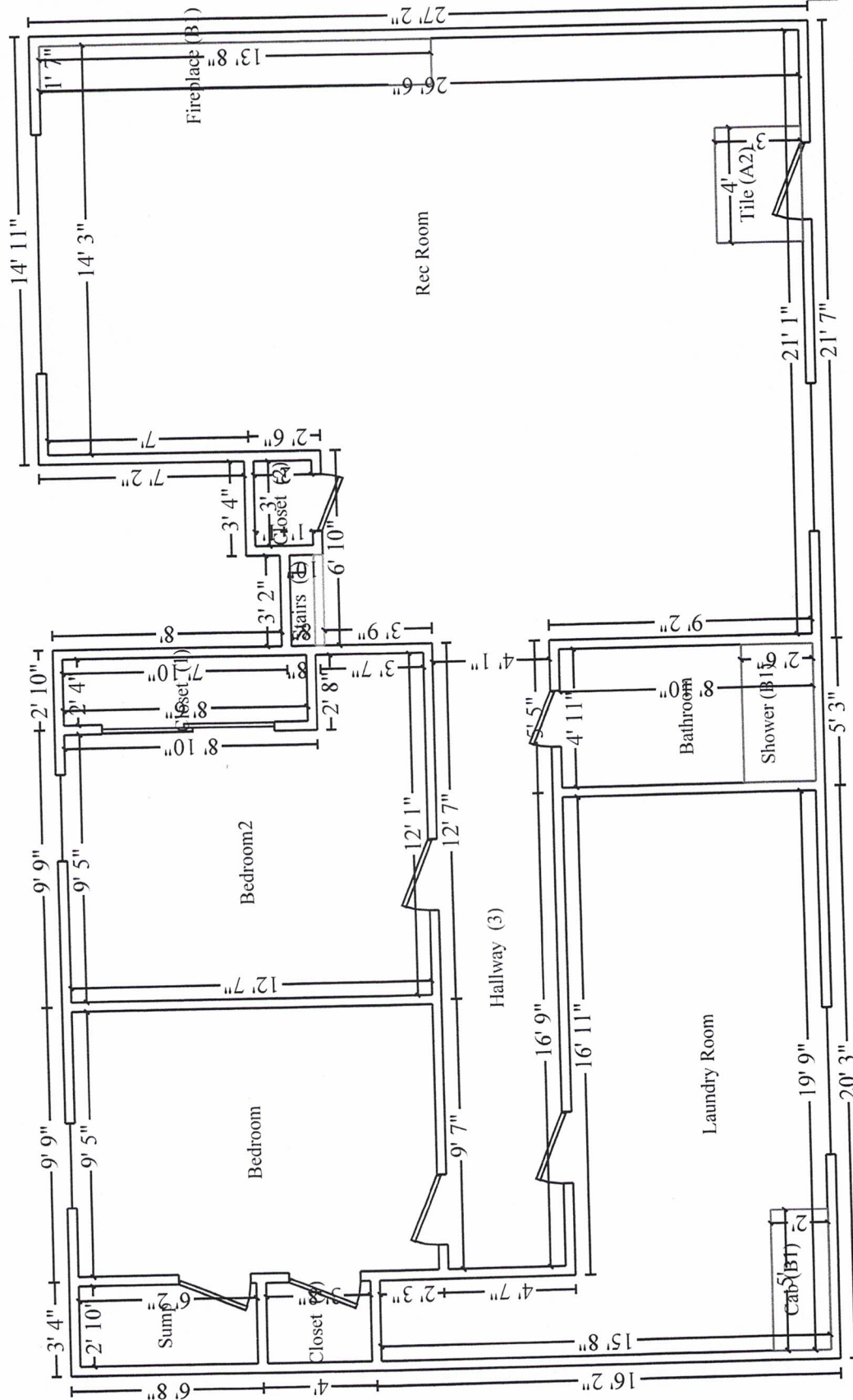
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Summary for Placeholder1

Line Item Total	4,545.90
Material Sales Tax	9.57
	<hr/>
Replacement Cost Value	\$4,555.47
Net Claim	\$4,555.47
	<hr/> <hr/>

Carah Pierce



**SERVPRO****Charles County/Oxon Hill**

EIN: 52-1496222

4441 Southern Business Park Drive

White Plains, MD 20695

301-753-8313

Date

10/25/2018

Invoice #

4995403

Bill To

Aleta Sims
11209 Carroll Dr.
WALDORF, MD 20601

Job Location

11209 Carroll Dr.
WALDORF, MD 20601

Job Date

Rep

Terms

10/25/2018

Item	Description	Amount
Water Residential	Water Damage Restoration Residential job:	4,555.47 0.00

Total \$4,555.47**Payments/Credits \$0.00****Balance Due \$4,555.47**

Each SERVPRO® Franchise is Independently Owned and Operated

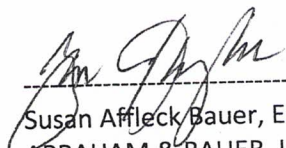
EXHIBIT # 4

ATTORNEY FEES AFFIDAVIT

Undersigned counsel for the Plaintiff files this affidavit in support of the request for an award of Attorney Fees in favor of the Plaintiff as against the Defendant(s) in this matter and states the following taking into consideration Rules 2-701 et. seq. and 3-741:

1. I, Susan Affleck Bauer, Esquire, am duly admitted to the Bar as an attorney by of the Court of Appeals of Maryland, and entitled to practice law in the State of Maryland. My firm represents the Plaintiff in this action and I am the attorney who primarily provided services related to this action.
2. I am competent to testify concerning the information relating to attorney fees incurred by the Plaintiff in this action and the information contained in the foregoing complaint is based on and accurately reflects information contained in the business records of the client and my offices in the ordinary course of business.
3. The amount charged the Defendant(s) for services in this matter is a contingent fee based on the terms of the contract (and other agreements, as applies) agreed to and signed by the Defendant(s).
4. The amount charged for services provided to the Plaintiff are reasonable based on the time and labor required, the amounts claimed (originally and as provided for in the signed agreement[s]), the novelty and difficulty of the legal questions involved, and the requisite skill to perform the services. The fees are believed to be comparable to those customarily charges for these types of services in the locality and based on counsel's experience of +25 years and hourly rate (i.e.\$400.00.)
5. The length of the relationship between Plaintiff and their counsel is approximately 13 years: Counsel and the client/Plaintiff have mutual respect and appreciation for the skills and opinions each possesses.

I hereby certify that the information contained above is true and accurate to the best of my knowledge, information and belief under penalties of perjury.



Susan Affleck Bauer, Esquire
ABRAHAM & BAUER, LLC
141 North Main Street, Ste. F
Bel Air, Maryland 21014
Counsel for Plaintiff / (410) 420-7200
CPF# 9012180035/ bauerlaw@hotmail.com

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION RECEIVED SHALL BE USED FOR THAT PURPOSE. THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.